

FOR OFFICE USE ONLY:

☐ BAF ☐ BDP ☐ OG ☐ Midday ☐ Event ☐ Rock ☐ Coupon

**ENCOREGYM GENERAL WAIVER OF LIABILITY**

**PLEASE PRINT CLEARLY**

Part I:

Name of Participant \_\_\_\_\_ Birthdate \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Gender M F Home(\_\_\_\_\_) - \_\_\_\_\_ Cell(\_\_\_\_\_) - \_\_\_\_\_ Email \_\_\_\_\_

Street Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/Guardian Name (required for minor Participants) \_\_\_\_\_

How did you first hear of Encore? \_\_\_\_\_

Part II:

**Release & Indemnification of All Claims & Covenant Not to Sue**

This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of Encore, Inc., now or in the future.

I hereby acknowledge and agree that the sports of gymnastics and rock climbing, and the art of dance, HAVE INHERENT RISKS. I have full knowledge of the nature and extent of all the risks inherent to gymnastics, dance, and rock climbing and to the use of the facilities of Encore, Inc., a California corporation (hereinafter referred to as the GYM), its climbing wall, its gymnastics equipment, its dance floor, and its other training facilities, including, but not limited to:

All manner of injury resulting from falling off of the climbing wall and hitting rock faces and projections, whether permanently or temporarily in place, or on the floor; rope abrasion, entanglement and other injuries resulting from other activities on or near the climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering of the rope, rescue systems, and any other rope techniques; injuries resulting from falling climbers or gymnasts, or from dropped items, such as, but not limited to, bars, ropes or climbing hardware; failure of ropes, slings, harnesses, climbing hardware, climbing holds, anchor points, or any other part of climbing structures; failure of bars, balance beams, mats, floors, trampolines, rings, vaults, or any other gymnastics or dance equipment; injuries occasioned by the negligence of other users of the GYM, including belayers; cuts and abrasions resulting from skin contact with any surfaces; injuries resulting from landing or falling on any surfaces; and injuries to bones, joints, ligaments, tendons, or death.

I further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of the GYM and that said list in no way limits the extent or reach of this release and covenant not to sue.

I understand that on occasion Encore, Inc may let the use of space in the GYM to third-party vendors for classes and activities not previously listed above. I acknowledge that Encore, Inc is only renting space and that this does not constitute an endorsement or recommendation of the vendor or of the quality of their services.

I further acknowledge that Encore, Inc is neither responsible nor liable for any injuries, damages, deaths, or accidents incurred during or in conjunction with any third-party activities conducted in the GYM.

In consideration of my use of the GYM, I agree not to claim or sue for any injury or damages resulting from risks inherent in the exercise, gymnastics, dance, climbing, or other activity that I will pursue in the GYM, including, but not limited to, the risks that have been outlined above.

Part III:

**Release, Indemnification, Liquidation Damages and Agreement to Arbitrate**

In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and hereby DO RELEASE ENCORE, INC., a California corporation, its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the GYM on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of Encore, Inc., its officers, agents, or employees.

In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS ENCORE, INC., its officers, agents, and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

I hereby certify the following:

That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the GYM and that by this agreement, I am relieving Encore, Inc., of any liability for such loss, damage, or death.

That I am in good health and that I have no physical limitations that would preclude my safe use of the facilities and climbing walls of the GYM.

That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.

Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorneys' fees thereby expended, or for which liability is incurred.

I, the undersigned, recognize the dangers inherent to gymnastics, dance, and/or climbing activities. I am assuming the hazard of this risk upon myself because I wish to participate in these activities. I realize that I am subject to injury from this activity and that no form of pre-planning can remove all of the danger to which I am exposing myself. I am aware that the use of a protective helmet could prevent permanent brain damage in the event of an accident. I agree to provide my own helmet if desired.

By signing this waiver, I agree that Encore, Inc. employees may photograph, film, or otherwise record me and my activities, and those of my children, while on premises. Any such photographs or recordings may be used by the management of Encore, Inc. for any use that they see fit, including, but not limited to: their own advertising, marketing, and publishing on the Internet.

Participant's signature \_\_\_\_\_ Date \_\_\_\_\_

**\*\*If participant is under 18 years of age, the signature of a parent or legal guardian is required.**

Parent or Guardian signature \_\_\_\_\_ Date \_\_\_\_\_